

# LEXISNEXIS

*Interoffice Communication*

June 29, 2005

TO: Michael Little

FROM: Richard E. Jacobs

SUBJECT: Project Trailblazer Due Diligence

You have been a participant in the Project Trailblazer due diligence process. Subsequent to the conclusion of that process a decision has been made that LexisNexis will not proceed further in a Project Trailblazer transaction.

In light of that decision it is imperative that you understand and strictly abide by the following restrictions and obligations that apply to you and to LexisNexis. At the end of this memorandum we are asking for your individually signed acknowledgement of these restrictions and certification of your compliance with them. Your compliance and this process are both very important to LexisNexis.

## Background

LexisNexis and its representatives (this includes you, the other due diligence participants and anyone else with whom evaluation materials regarding Trailblazer were shared) were provided access to the Trailblazer management presentation and due diligence information pursuant to terms of a non-disclosure agreement with Trailblazer (the "NDA").

The NDA designates the following types of information to be confidential information:

All information that the recipient knows or has reason to know is confidential, proprietary or trade secret information of Trailblazer, either (i) because the information was marked as confidential or proprietary at the time of disclosing or (ii) because of the nature of the information and the context in which it was disclosed.

The NDA requires that Trailblazer's confidential information be used only for evaluation of the transaction we were considering, and that it not be disclosed outside of our organization.

## Your required actions

1. Because the decision has been made not to participate in a transaction with Trailblazer all disclosure of Trailblazer confidential information to anyone, except in accordance with this memorandum, should cease immediately.
2. All original materials provided by Trailblazer should be delivered to me (unless already delivered to John Emanuel) in order for them to be returned to Trailblazer. Any copies of these materials you have (or someone else has on your behalf) in any format (print or electronic) should be destroyed immediately. No copies should be retained by anyone.

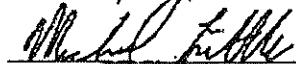
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3. A paper copy of all work papers you prepared based upon information provided by Trailblazer (reports, analyses, compilations, studies, notes, interpretations) should be delivered to me immediately. All originals and any other copies of these materials (print or electronic), including any archival copies, should be destroyed at that time. No originals or copies should be retained by anyone.

4. You should sign and date the certification set forth below and return to me the entire memorandum with your certification. You should retain a copy of this memorandum for your records.

**Certification**

I have read the foregoing memorandum and I acknowledge the restrictions and obligations imposed on LexisNexis and its representatives, including me. Further, I hereby certify that I have taken the actions required of me at this time and will take such actions as are necessary to assure my compliance with the ongoing obligations described above.



Michael Little



Date